

the rejection of claims 1, 4 and 5 on the anticipation ground.

Explained more in detail, Fukuda does not disclose any "air cylinder for controlling compressive force with which said heater unit at said sealing position compresses said film against said chute by having air of a specified pressure supplied thereto". Although the Examiner states in Paragraph 3 of the Official Letter that Fukuda discloses a heater drive unit 45 and an air cylinder 78 and Fukuda's air cylinder 78 serves to move the heater (column 8, lines 16-18 and 22-24), this air cylinder 78 of Fukuda is not said to, and does not, control the compressive force with which the seal belt 55 (serving as a heater unit) presses the film material S being transported downward by the pull-down belts 30. The function of the air cylinder 78 is to remove the seal belt 55 away from the film material S and to make it to contact the seal belt 55 (column 8 lines 18-19 and 23-25) but nowhere is it said that it serves to control the pressure of the seal belt 55 onto the film material S. Causing something to come into contact with another and to remove it from the contacting condition is NOT the same as controlling the pressure between them. Thus, the Examiner's statement that the air cylinder 78 is "for controlling the compressive force of the heater unit 55 and film S" is false and groundless. Moreover, although the Examiner states that the air pressure is regulated at a specified level, the claims being rejected by the Examiner relate to the pressure between the seal belt 55 and the film material S, not the air pressure. The air pressure for operating the air cylinder 78 is controlled only for causing the seal belt 55 to come into contact with the film material S and to separate them from each other. Thus, the Examiner's penultimate sentence in Paragraph 3 of the Official Letter is irrelevant. In summary, the Examiner's rejection is based on false and irrelevant statements. The universal joint 68 is for removing the seal belt 55 still farther away from the film material S after the seal belt 55 has been separated from the film material S. It has even less to do with controlling the pressure between the seal belt 55 and the film material S.

Claims 1, 2, 4, 5, 19 and 20 were rejected under 35 U.S.C. 103 over Ishida in view of Husted. Husted was cited evidently for disclosing an air cylinder with a control system for controlling and regulating air pressure to the air cylinder. Although the Examiner seems to be of the opinion that Fukuda would be tempted to borrow Husted's air cylinder and/or its control system, it should be remembered that the air pressure of Fukuda's air cylinder cannot

be said to have been uncontrolled. The air pressure to the air cylinder 78 of Ishida was certainly controlled to the extent of causing the seal belt 55 to come into contact with the film material S and to separate them. Husted's air cylinder may be provided with a controlling-regulating means but the replacement of Fukuda's air cylinder 78 with that of Husted does not automatically result in controlling the pressure between the air cylinder and the film material S since Husted is not teaching the control of pressure between a seal belt and a film material. In other words, Fukuda and Husted, even if they are considered in combination, cannot predicate the Examiner's rejection.

In Paragraph 6 of the Official Letter, the Examiner rejected dependent claims 3 and 18 under 35 U.S.C. 103 over Fukuda. When a claim is rejected under 35 U.S.C. 103 over a single reference, the examiner is admitting that this single reference is not disclosing every inventive element in that rejected claim but is concluding that this missing element is obvious to a person skilled in the art. Since claims 3 and 18 are both dependent from claim 1, they both inherit all of the limitations in claim 1, but it has already been discussed that Fukuda does not even consider controlling the pressure between the seal belt 55 and the film material S. Thus, Fukuda fails to predicate the Examiner's rejection of claim 1, and hence also claims 3 and 18, not only on the ground of anticipation but also on the ground of obviousness.

In summary, it is believed that the REMARKS above are completely responsive to the Office Action and that the application has been in condition for allowance.

Respectfully submitted,



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